

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 1 of #2						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SMG10015Q0005		6. SOLICITATION ISSUE DATE February 19, 2016				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Robin Clune, Contracting Officer				b. TELEPHONE NUMBER(No collect calls) 7007-6169		8. OFFER DUE DATE/ LOCAL TIME March 08, 2016 17:00PM				
9. ISSUED BY US Embassy Ulaanbaatar Denver Street #3 11 th Micro District Ulaanbaatar 14190 Mongolia			CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED X SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION X RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP						
15. DELIVER TO US Embassy Ulaanbaatar Denver Street #3 11th Micro District Ulaanbaatar 14190 Mongolia			CODE		16. ADMINISTERED BY Robin Clune, Contracting Officer							
17a. Contractor/Offeror CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY US Embassy Ulaanbaatar Financial Management Office Denver Street #3 11 th Micro District Ulaanbaatar 14190 Mongolia								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
001		See continuation sheet <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA										<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA										<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Robin Clune				31c. DATE SIGNED		

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STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Conference Facility for Khaan Quest 2016 Please provide a quote on the page 5 below	1	lot		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)
				42c. DATE REC'D (YY/MM/DD)

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER SMG10016Q0005 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. STATEMENT OF WORK

GENERAL

This Statement of Work (SOW) describes service requirements for the support of United States Pacific Command's Multinational Peacekeeping Exercise – KHAAN QUEST 16 (GPOI Capstone) hotel and conference space venue.

1.0 SCOPE OF WORK.

In accordance with the below schedule of supplies and services, the vendor will provide business rooms/venues as defined within this statement of work. The term vendor, contractor, and/or hotel shall be used interchangeably and carry equal weight and meaning in referring to the provider of the services, facilities, functions rooms or material contained in this performance work statement.

This is a Request for Quote. This is NOT an order. This document is not legally binding and does not commit the US Government in anyway.

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AUTHORITY OF GOVERNMENT PERSONNEL

Notwithstanding any provision to the contrary contained elsewhere in this solicitation, the Contracting Officer is the only person authorized to approve and issue amendments to this solicitation. Any amendment to this solicitation, in order to be effective, shall be issued by the Contracting Officer. The Contracting Officer is Robin Clune, GSO, US Embassy, Ulaanbaatar, Mongolia.

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MINIMUM GOVERNMENT REQUIREMENTS

It is the Governments intent to award one aggregate award but reserves the right to make multiple awards.

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*****THE US GOVERNMENT IS TAX EXEMPT*****

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REQUIREMENT DETAILS

Khaan Quest 16 (GPOI Capstone) – 16 May - 5 June 2016

- There are two parts to this Request for Quote, Function Rooms and Sleeping Rooms.
- It is the intent of the Government to make the award to a single vendor, where all rooms will be in the same building.
- However, although discounts to the US Government Per Diem rate for sleeping rooms will be taken into account for technical acceptability; those expenses will not be considered as part of the total cost of the Quote.
- The costs for the function rooms should include all support, supplies, equipment and materials requested. (They should not be broken out with separate costs.)

16 May – 5 June 2016

Description	Qty	Unit	Start	End	Price per day	Total Price
Function room #1. Function room must meet all specifications as stated in the below statement of work.	21	Days	16 May	05 Jun		
Function room #2-5. Function rooms must meet all specifications as stated in the below statement of work.	8 (4rm x2)	Days	20 May	21 May		
Function room #6. Function room must meet all specifications as stated in the below statement of work.	3.5	Days	22 May	25 May		
Function room #7-14. Function room must meet all specifications as stated in the below statement of work.	72 (8rm x9)	Days	26 May	03 Jun		

Please see 2.0 for individual room set up requirements, and 2.1. for detailed specifications

(QUOTE) AMOUNT: _____

Discount on Sleeping room Calculation:

Usual room rate: \$_____

Embassy usual Corporate rate \$_____

KhaanQuest 16 special rate \$_____

Discount _____%

2.0 DESCRIPTION OF SERVICES.

The vendor will provide necessary business rooms, support, materials, equipment, space, and furniture as identified below:

16 May – 05 June 2016:

Required Spaces/Rooms	Description	Required access to room
Function Room #1	Shall provide one (1) Administrative office space (Secretariat) as follows: 1) Rectangular conference table for up to 12 persons 2) Space for at least 4 workstations and equipment – laptops and printers to conduct routine daily office tasks 3) High-speed wireless internet access sufficient that all four workstations can simultaneously access Commercial speed access 4) At least one display screen or projectable wall space (1.5 x 2m or equivalent) 5) One (1) digital projector connectable to government provided laptop 6) Sufficient space to store user equipment (5 boxes 1.5x0.75x.05m stackable) 7) Lockable with access by event staff	16 May – 05 Jun (24hr Access)
Function Room #2-5	Shall provide four (4) conference rooms to be used as Breakout rooms for up to 20 persons, as follows: 1) Tables and chairs set up for workgroups of up to 16 persons (“U-shaped” conference) 2) At least one large display screen (2 x 3m or equivalent) 3) One (1) digital projector 4) One (1) podium with two (2) microphones 5) High Speed wireless internet access. 6) Whiteboard approx. 1 x 2 m	20 – 21 May: (08:00 – 17:00)
Function Room #6	Shall provide a Classroom Room with tables and chairs set up for up to 120 persons seating (rectangular tables) as follows: 1) At least one large display screen (2 x 3m or equivalent) 2) One (1) digital projector 3) One (1) podium with two (2) microphones 4) High-speed wireless internet access. THERE MUST BE <u>NO OBSTRUCTIVE COLUMNS</u> IN THIS ROOM.	22 May: (13:00 – 18:00) 23 – 25 May: (08:00 – 18:00)
Function Room#7-14	Shall provide eight (8) small conference rooms to be used as Breakout rooms for up to 20 persons, as follows: 1) Rectangular tables and chairs set up for workgroups of up to 16 persons (“U-shaped” conference) 2) At least one large display screen (2 x 3m or equivalent) 3) One (1) digital projector 4) One (1) podium with two (2) microphones 5) High-speed wireless internet access. 6) Whiteboard approx. 1 x 2 m	26 May – 03 Jun: (08:00 – 18:00)

Function Rooms.

Users will provide computers (laptop/desktop) and other office equipment consisting of easel style flip charts.

Vendor will provide one telephone in each room with outside local call and internal facility access; internet access wireless (ISO 802.11n data protocol). Each room must have at least five (5) working electrical outlets.

Bidders will provide proposed room layouts satisfying the requirements above depicting possible room configurations in a hollow square, U-shape, classroom, and banquet style. To determine number of tables necessary, vendor will calculate no more than six persons per table. Tables are preferred to be approximately 24" deep, but other widths are allowable. Please specify in the diagram the length and width of each table. These diagrams will be provided in electronic form in either .PDF or Microsoft Power Point format and color printouts, and will accompany the contractor's proposal.

Function Room #1. Exclusive use, 24-hour access, with controlled/secure lockable entrance(s). Users will provide computers (laptop/desktop) and other office equipment consisting of easel style flip chart, and vendor will provide telephone with outside local call and internal facility access. Office space must have vendor provided internet access for one (1) RJ-45 wired and five (5) wireless (ISO 802.11n data protocol) simultaneous connections. Vendor will also provide a flip chart easel and sets of markers for each in each function room. Further, this space or another space provided must have capability to store shipping boxes detailed above. This room must have at least five (5) working electrical outlets.

Other Function Rooms. Users will provide computers (laptop/desktop) and other office equipment consisting of easel style flip chart, and vendor provided telephone with outside local call and internal facility access. Rooms must have at least five (5) working electrical outlets.

2.1 ADDITIONAL TERMS.

2.1. A. The term **KHAAN QUEST 16 GPOI Multinational Peacekeeping Exercise** will be used to identify persons planning, setting up, or otherwise working or associated with the KHAAN QUEST 16. The lead planners, and or their designated representative will provide a listing of all personnel authorized access to these work spaces and designate a single individual by name for key control access to these spaces.

2.1.B. The name KHAAN QUEST 16 GPOI Multinational Peacekeeping Exercise, and/or KHAAN QUEST 16 will be used to identify the function rooms and venues provided. However the vendor will NOT display welcome signs on marquees, within the lobby, registration areas, hotel closed circuit television channels or other public areas or hotel media used for public/guest viewing. The vendor will identify the aforementioned rooms with signs identifying the room's purpose, i.e., "KHAAN QUEST 16 Seminar Room," KHAAN QUEST 16 Breakout Rooms," and "GPOI KHAAN QUEST 16 Secretariat Room." The signs shall be large enough (.5 x .75m) and placed at a height that shall allow the delegates to easily find the rooms.

2.1.C. Tables, chairs, extension cords, power strips and partitions shall be provided by the contractor at no additional cost. Rooms will be reconfigured by the contractor at the request of the Executive Agent/Contracting Officer's Representative at no additional cost. The US Government Representative will provide the numbers and furniture type and/or combination thereof, required for each room and required room configuration no later than 24-hours prior to required set up time. The contractors are required to set-up and configure the rooms accordingly at least one hour prior to beginning of each event identified in grid above.

2.1. D. Vendor security must maintain control of pedestrian paths and be able to secure pathways near and around workspaces.

2.1. E. The hotel will provide the following equipment and services in the function rooms at no additional charge:

- Daily Cleaning Services – vacuum, dust, and empty rubbish containers daily
- HVAC supply scheduled in rooms and times as above;
Seminar Room HVAC should start at 06:00 each day the room is required. HVAC should maintain the room at approximately 22-24C.

2.1. F. Vendor will provide five (5) reserved parking spaces for “KHAAN QUEST 16” vehicles and local MAF attendees. The vendor will provide 8 validated parking passes daily for “KHAAN QUEST 16” support vehicles.

2.1. G. Function Room Amenities: During the Primary conference days of 23 May – 03 June, price of Function rooms is to include lunch for 140 participants. Lunch may be offered in an on-site restaurant or in a separate conference room from those listed above.

The contractor will also provide complimentary bottled water, coffee, and tea on a daily basis for breaks as follows: (Times of the breaks will be provided at a later date.)

16 May – 20 May	8-12 persons
20-21 May	25 persons
23 May – 5 June	140 persons

2.1. H. The contractor will provide accurate room diagrams with dimensional information for offered room’s length, width and ceiling height that depicts interior walls, articulating walls, entrance locations/doors, closets and storage space(s), obstructions such as pillars, posts and other obstructions. These diagrams will be provided in electronic form in either .PDF or Microsoft Power Point format and accompany the contractor’s proposal.

2.1.I. The contractor will provide proposed room layouts satisfying the requirement in paragraph 2.0 depicting possible room configurations in a hollow square, U-shape, classroom, and banquet style. When determining the number of seats and tables, vendor will calculate no more than six persons seated at each table. These diagrams will be provided in electronic form in either .PDF or Microsoft Power Point format and accompany the contractor’s proposal.

2.2 HOTEL ROOMS

Rooms for conference participants.

- Under no circumstances should the room rate exceed current USG lodging maximum of \$185.
- Pricing must be inclusive of all services charges, VAT, and other taxes.
- **Discounts to this rate will be taken into consideration in making the award for the conference, as part of technical acceptability.**
- Rooms are to be booked in blocks as noted below
- SO – Single Occupancy, one queen sized bed (1 person)
- DO – Double Occupancy, two queen sized beds (2 persons)

	Description	Qty	Unit	Check-in	Check-out	Total nights	Price per night	Total Price
1	Standard Single Room - to be charged to personal account – Event Coordinator	1	Room	15 May	09 Jun	25		
2	Standard Single Room - to be charged to personal accounts – Advanced Party (block with line 3)	5	Room	15 May	05 Jun	20x5		
3	Standard Double Rooms - to be charged to personal accounts – Advanced Party (block with line 2)	4	Room	15 May	05 Jun	20x4		
4	Standard Single Room - to be charged to personal account – Instructors (block with lines 5 & 6)	1	Room	18 May	04 Jun	17		
5	Standard Single Room - to be charged to personal account – Instructors (block with line 4 & 6)	12	Room	19 May	04 Jun	16x12		
6	Standard Double Room - to be charged to personal account – Instructors (block with line 4 & 5)	4	Room	20 May	04 Jun	15x4		
7	Standard Single Room - to be charged to personal account – Delegate Attendees (block with line 8)	99	Room	21 May	05 Jun	15x99		
8	Standard Double Room - to be charged to personal account – Delegate Attendees (block with line 7)	7	Room	21 May	05 Jun	15x7		
9	Standard Single Room - to be charged to personal account – Distinguished Visitors (block)	6	Room	21 May	23 May	12		
10	Standard Single Room - to be charged to personal account – Distinguished Visitors (block)	6	Room	03 Jun	5 Jun	12		

- Individual participants will pay for their rooms and any incidental charges upon check-out, out of personal funds. The hotel is responsible for obtaining a guarantee for these charges upon check-in. Under no circumstances will the government be charged for incidentals or services outside the scope of this contract.
- Fourteen (14) days prior to arrival as per schedule below 2016, a final rooming list will be provided to the hotel. Prior to submission of the rooming list, no cancellation fees will be assessed. Any room reduction in excess of ten percent (10%) between the 14-day figure up to day of arrival, will be charged a one (1) night's room and tax.
- Non-arrival rooms ("No Shows") will be released in the morning and charged one (1) night's room and tax.
- Room reductions due to cancellations should be made to Double Occupancy Rooms first (so that they become Single Occupancy.)
- Early departures will **not** be assessed a penalty charge.

3.0 PERIOD OF PERFORMANCE

3.0.B 16 May – 09 June 2016

Guests will check in to the hotel beginning on Sunday, 16 May.

Function Rooms will be in use as per above schedule from 16 May - 05 June 2016

3.1 HOLIDAYS.

The contractor will be required to work during Mongolian and United States holiday periods, including May 30 (US Memorial Day) and June 1 (Mongolian Mother/Child Day).

3.2 SECURITY.

The hotel will allow US Government security personnel, who are identified by the US Government Representative, to enter the hotel and grounds as required.

4.0 LIABILITY.

The U.S. Government accepts no liability for the actions of the vendor or his employees and agents.

II. PRICES

This is a firm, fixed-price contract. Prices should include all applicable local taxes and services fees.

III VALUE ADDED TAX

Value Added Tax (VAT) is to be included in the CLIN rates. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion.

End of Statement of Work

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference (see SF-1449, Block 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Oct 2015) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- _X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- _X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C.

5150).

___X___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___X___ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) RESERVED

(End of Clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
 - 2) Clearly identify themselves and their contractor affiliation in meetings;
 - 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
 - 3) Contractor personnel may not utilize Department of State logos or indicia on business cards.
- (End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and 2 copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - (1) Name of project manager who understand written and spoken English who will be the main point of contact for the Embassy for this contract.
 - (2) Layout/facility plan for the conference rooms
 - (3) List of equipment (make and model) that will be used during the conference
 - (4) Sales brochure / description of hotel rooms including prices
 - (5) Proposed room layouts as per section 2.0, on page 6. Proposals shall be diagrams of proposed room layout depicting possible room configurations in a hollow square, classroom, U-shape, and banquet style. Please specify in the diagram the length and width of each table. These diagrams will be provided in electronic form in either .PDF or Microsoft Power Point format with color printouts, and will accompany the contractor's proposal.
 - (6) Offeror's DUNS number, if any.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
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52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on **March 15, 2016**. Bid Finalists will be contacted for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Section 1
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government reserves the right to reject proposals that are unreasonably low or high in price. All quotes must comply as follows:
 - a. All quotes shall be evaluated on the ability to meet required specifications, delivery, and cost. A quote that is so lacking in information that a proper evaluation would require elaborate explanation, may be deemed unacceptable.
 - b. Quotes must confirm that the offered items and/or services are in accordance with the specifications/statement of work (SOW) as outlined within this RFQ.
 - c. The offeror shall submit a quotation that includes all prices for the listed items/services and the delivery dates for each item/service.
 - d. A physical site survey may be required to determine technical acceptability. Contracting Officer will contact bid finalists and schedule such a review by the Technical Evaluation Panel within 14 days of the bid acceptance deadline.

To be eligible for award under this RFQ, **contractors must respond to this RFQ by the closing date and time as referenced above.** Failure to submit the required information may result in your quotation being considered non-responsive.

The Government intends to make one aggregate award resulting from the RFQ but reserves the right to make multiple awards without discussions. The Government will determine the awardee based on the quote that provides the overall “Lowest Price Technically Acceptable bid.” To be found technically acceptable, vendor must meet all the requirements in the Statement of Work. Quotes shall be evaluated based on price, technical acceptability, and delivery.

Payment terms of the resulting purchase order will be NET 30 Days via Electronic Transfer of Funds (EFT).

The Government assessment of quoter responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR Part 9.1, including:

- (a) Adequate financial resources or the ability to obtain them;
- (b) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (c) Satisfactory record of integrity and business ethics;
- (d) Necessary organization, experience, and skills or the ability to obtain them;
- (e) Necessary equipment and facilities or the ability to obtain them; and
- (f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS
(This applies only for US based vendors only)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
(NOV 2015)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or

in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) RESERVED

(d) RESERVED

(e) *RESERVED*

(f) RESERVED

(g) RESERVED

(h) *RESERVED*

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed End Product – NOT APPLICABLE

(2) RESERVED

(j) RESERVED

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) RESERVED

(2) [X] Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *RESERVED*

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

(End of Provision)